



WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE USA TRACK AND FIELD, ULTRAMAX SPORTS, THE EVENT CITY LOCATION, AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UN LESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

For and in consideration of USA Track & Field, Inc. ("USA Track & Field") allowing me, the undersigned, to participate in the USA Track & Field sanctioned event described above (the "Event" or "Events"); I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

- 1. I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well being at all times and under all circumstances while at the Event site.
- 2. I understand and acknowledge that participation in track & field, road running, race walking, cross country, mountain, ultra, and trail running Events is inherently dangerous and represents an extreme test of a person's physical and mental limits. I understand and acknowledge the risks and dangers associated with participation in the Event and sport of track & field and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Event.
- 3. I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by USA Track & Field and any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.
- 4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: USA Track & Field, Inc., its members, member clubs, associations, sport disciplines and divisions; United States Olympic Committee (USOC); the Event Directors, Organizers and Promoters, Sponsors, Advertisers, Coaches and Officials; the Host Organization and the Facility, Venue and Property Owners or Operators upon which the Event takes place; Law Enforcement Agencies and other Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceablity of any remaining provisions.

## (ATHLETE OR PARTICIPANT)

Name Signature Date Age DOB:

(PARENT OR LEGAL GUARDIAN FOR PERSONS UNDER EIGHTEEN (18) YEARS OF AGE OR LEGAL GUARDIAN OF INCAPACITATED AND/OR MENTALLY CHALLENGED PERSON)

Name of Guardian Signature Date Relationship to Participant

First Name
Last Name
Gender Age Birthdate
Adult Shirt Size: Small Medium Large XL XXL
Youth Shirt Size: Small Medium Large
Street Address (Billing Address if using a credit card)
City State Zip
Email (All email addresses must be legible)
Home Phone
Cell Phone
Race Day Emergency Contact Name
Race Day Emergency Contact Phone
Which division do you plan to compete? (please check one)  Men  Women  University (Includes any school or college at Mizzou, Stephens, or Columbia College (J-School, Med. School, Law School, etc.) or Frat or Sorority (minimum of five in your group).
Please tell us which school or group you are affiliated with:  Youth  Untimed  Fast Mile (Men 5:30 and under; Women 6:00 and under)
☐ I want to sponsor a child runner = \$20  What does this mean? By sponsoring a runner, you allow a child from one of the five elementary schools and running clubs the AFCF supports in the Columbia Public Schools (Parkade, Blue Ridge, Russell Boulevard, Benton, and Alpha Hart Lewis).  AFCF helps provide running shoes, shirts and entry fees to races for these kids each year. By sponsoring a runner, this would help us do more of that.
Entry Fee = \$20 Payment Information:
☐ Cash
Check (Check Number:)  Please make checks payable to:  Anderson Family Charitable Foundation
☐ Credit
Completed forms with payment can be mailed to: Ultramax Sports 2902 Forum Boulevard Suite 101
Columbia, MO 65203

GRAND TOTAL

(6% will be added to all credit card payments)